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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The Bartech Group, Inc.

9-26-03

- Individual(s)
- General Partnership
- Corporation-State MI
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: National City Bank Of Michigan/Illinois
Internal
Address:

Street Address: 1001 South Worth Street

City: Birmingham State: MI Zip: 48009

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 18, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1385420

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marc A. Bergsman, Esquire

Internal Address: Dickinson Wright PLLC

Street Address: 1901 "L" Street, N.W.,
Suite 800

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marc A. Bergsman
Name of Person Signing

Marc A. Bergsman
Signature

September 25, 2003
Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of August 18, 2003 (this "Security Agreement"), is made by The Bartech Group, Inc., a Michigan corporation ("Bartech"), Bartech Technical Services LLC, a Michigan limited liability company ("BTS"), Bartech Technical Services of Canada, Ltd., a Michigan corporation ("BTSC"), Pillar Technology Group LLC, a Michigan limited liability company ("Pillar"), and Utiliserve, LLC, a Michigan limited liability company ("Utiliserve" and together with Pillar, BTSC, Bartech and BTS, the "Borrowers"), in favor of National City Bank of Michigan/Illinois, a national banking association (in its individual capacity, "National City"), as agent (in such capacity, the "Agent") for the benefit of itself and the lenders (together with their respective successors and assigns, the "Lenders") now or hereafter parties to the Credit Agreement described below.

RECITALS

A. The Borrowers have entered into a Credit Agreement dated of even date herewith (as further amended, supplemented, extended, restated or otherwise modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement"), with the Lenders and the Agent pursuant to which the Lenders may make Advances (as therein defined) to the Borrowers.

B. Under the terms of the Credit Agreement, the Borrowers have agreed to grant to the Agent, for the benefit of itself and the Lenders, a first-priority security interest, subject only to security interests expressly permitted by the Credit Agreement, in and to the Collateral hereinafter described. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined from time to time.

Accordingly, the parties hereto agree as follows:

AGREEMENT

To secure (a) the prompt and complete payment of all Indebtedness and other obligations of the Borrowers or any Subsidiary now or hereafter owing to the Lenders or the Agent under or on account of the Credit Agreement, any other Loan Document or any letters of credit, notes or other instruments issued to the Agent or Lenders pursuant thereto, (b) the performance of the covenants under the Credit Agreement, the Security Documents and the other Loan Documents and any monies expended by the Agent or any Lender in connection therewith, including without limitation any amounts that the Agent or any Lender may advance or spend for the maintenance or preservation of the Collateral or in connection with the preparation, administration, collection or enforcement of any of the Loan Documents, and (c) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of the Borrowers or any Subsidiary to the Agent and the Lenders, or any of them, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Lender in any such indebtedness, obligations or liabilities of the Borrowers or any Subsidiary to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Borrowers or any Subsidiary as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against the Borrowers or any Subsidiary under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other

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amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of the Borrowers and their Subsidiaries being herein called the "Secured Obligations", and all of the documents, agreements and instruments among the Borrowers, the Subsidiaries, the Agent, the Lenders, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Credit Agreement, the Notes, the Security Documents and the other Loan Documents, (being herein collectively called the "Operative Documents"), for value received and pursuant to the Credit Agreement, each of the Borrowers hereby grants, assigns and transfers to the Agent for the benefit of the Lenders a first-priority security interest, subject only to Permitted Liens, in and to the following described personal property whether now owned or existing or hereafter acquired or arising and wherever located (but excluding therefrom Capital Stock of a Subsidiary of a Borrower) (all of which is herein collectively called the "Collateral"):

(a) All of each of the Borrowers' present and future Accounts, Documents, Instruments, Investment Property, General Intangibles (including Payment Intangibles and Software), Deposit Accounts, Letter-of-Credit Rights and Chattel Paper, including, but without limitation, all Supporting Obligations and all monies and claims for money due or to become due to any Borrower, security held or granted to any Borrower, and all assets described in clause (e) below;

(b) All of each of the Borrowers' Equipment, Farm Products, and Fixtures, whether now owned or hereafter acquired, and wherever located, and whether used by any Borrower or any other person, or leased by any Borrower to any person and whether the interest of Borrowers is as owner, lessee or otherwise;

(c) All of each of the Borrowers' present and future Inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Borrowers;

(d) All of each Borrower's commercial tort claims (including as a plaintiff);

(e) All other present and future property of each Borrower (whether tangible or intangible) other than real estate, including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Borrowers as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(f) To the extent not listed above as original collateral, all products and proceeds of any and all of the foregoing.

1. Representations, Warranties, Covenants and Agreements. The Borrowers further represent, warrant, covenant, and agree with the Agent for the benefit of the Lenders as follows:

SECURITY AGREEMENT

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Agent hereunder, unless the Agent shall otherwise consent, the Borrowers shall be deemed to have represented and warranted that (i) the Borrowers are the lawful owner of such Collateral or have the power to transfer the Collateral and have the right and authority to subject the same to the security interest of the Agent; (ii) other than Liens permitted by the Credit Agreement, none of the Collateral is subject to any Lien other than that in favor of the Agent and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of the Agent. Upon filing of financing statements in the appropriate offices in the locations listed on Schedule 1(a), this Security Agreement creates in favor of the Agent a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Borrowers and all third parties and securing the payment of the Secured Obligations. The Borrowers authorize the Agent to file financing statements describing the Collateral and if requested will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in, and if applicable, control of, the Collateral. The Borrowers further ratify and consent to the filing of any financing statement by the Agent which may have been filed prior to the date hereof.

(b) Location of Offices and Facilities. Each Borrower is a corporation or limited liability company, as applicable, organized under the laws of the State of Michigan. Each Borrower's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is at the locations set forth in Schedule 1(b) hereto. The Borrowers will provide the Agent with prior written notice of any proposed change in the location of their chief executive offices. The Borrowers' only other offices and facilities are at the locations set forth in Schedule 1(b) hereto. The Borrowers will provide the Agent with prior written notice of any change in the locations of their other offices and the facilities at which any assets of the Borrowers are located. The Federal tax identification number of each Borrower and their respective state organizational number issued by the jurisdiction of its organization, as applicable, is as set forth in Schedule 1(b) hereto. The name of each of the Borrowers as listed in the Preamble to this Security Agreement is the exact name as it appears in each Borrower's organizational documents, as amended, as filed with the Borrower's jurisdiction of organization, and none of the Borrowers have conducted business under any other names. None of the Borrowers shall change their name or operate under any other names without the prior written consent of the Agent.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of Inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of the Agent. (ii) All Collateral consisting of Fixtures, machinery or Equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without the prior written consent of the Agent. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused, the Borrowers have obtained appropriate landlord's lien waivers or appropriate warehousemen's notices have been sent, each satisfactory to the Agent, unless waived by the Agent. None of the Equipment is covered by any certificate of title, except of the vehicles described in Schedule 1(c)(ii). None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Borrowers.

(d) Liens, Etc. The Borrowers will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than Liens permitted by the Credit Agreement and those consented to in writing by the Required Lenders. The Borrowers will not, without the prior written consent of the Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, prior to an event of default only (notwithstanding any other agreement), the following: Inventory sold in the

SECURITY AGREEMENT

ordinary course of business and other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 7.8 of the Credit Agreement. The Agent or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Borrowers shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company rated A or better by Best and shall be in amounts sufficient to protect the Agent against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to the Agent upon request, shall contain a lender loss payable clause in favor of the Agent, shall name the Agent for the benefit of the Lenders as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Agent at least 30 days prior written notice thereof, and shall otherwise be in form and substance satisfactory to the Agent. Reimbursement under any liability insurance maintained by the Borrowers pursuant to this paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance. In the case of any loss to tangible Collateral, the proceeds shall be paid and used as follows:

(i) if there is any Default or Event of Default (whether before or after any event which caused any reimbursement under any insurance) such reimbursement shall be paid to the Agent for application to the Secured Obligations.

(ii) if there is no Default or Event of Default (whether before or after any event which caused any reimbursement under any insurance) and such reimbursement is less than \$100,000, the Borrowers may use the proceeds of such insurance solely to repair or replace the property damaged, provided that if such repair or replacement cannot be accomplished within 180 days after such reimbursement amount is received or if the reimbursement amount is greater than \$100,000, the proceeds of such insurance shall be paid to the Agent for application to the Secured Obligations; and, provided, further, upon the request of the Agent, such insurance proceeds that are allowed to be used to repair or replace hereunder may be held by the Agent in a cash collateral account.

The Borrowers hereby appoint the Agent or any employee or agent of the Agent as Borrowers' attorney-in-fact, which appointment is coupled with an interest and irrevocable, and, if such insurance claims or proceeds are required to be paid to the Agent, authorize the Agent or any employee or agent of the Agent, on behalf of the Borrowers, to adjust and compromise any loss under said insurance and to endorse any check or draft payable to the Borrowers in connection with returned or unearned premiums on said insurance or the proceeds of said insurance, and any amount so collected may be applied toward satisfaction of the Secured Obligations, provided, however, that the Agent shall not be required hereunder so to act.

(f) Taxes, Etc. The Borrowers will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of the Collateral. If the Borrowers fail to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Agent shall have the option to do so and the Borrowers agree to repay forthwith all amounts so expended by the Agent with interest at the Prime-based Rate set forth in the Credit Agreement.

(g) Further Assurances. The Borrowers will do all acts and things and will execute all financing statements and writings reasonably requested by the Agent to establish, maintain and continue a perfected and valid security interest of the Agent in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs

SECURITY AGREEMENT

of any searches deemed necessary by the Agent, to establish and determine the validity and the priority of the Agent's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement if the Borrowers do not promptly execute a financing statement upon request of the Agent.

(h) List of Patents, Copyrights, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Borrowers. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Borrowers. Attached hereto as Schedule 1(h)(iii) is a list of all trademarks and service marks owned by the Borrowers. If the Borrowers at any time own any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Borrowers shall give the Agent prompt written notice thereof and hereby authorize the Agent to modify this Agreement by amending Schedules 1(h)(i), 1(h)(ii) and 1(h)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by the Agent to evidence the Agent's interest therein.

(i) Maintenance of Tangible Collateral. The Borrowers will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements which are necessary or desirable to such end. The Borrowers shall promptly furnish to the Agent a statement respecting any loss or damage to any of the tangible Collateral.

(j) Special Rights Regarding Accounts. The Agent or any of its agents may, at any time and from time to time in its sole discretion and irrespective of the existence of any event of default under this Security Agreement, verify, directly with each person (collectively, the "Obligors") which owes any Accounts to the Borrowers, the Accounts in any reasonable manner. The Agent or any of its agents may, at any time from time to time after and during the continuance of an event of default under this Security Agreement, notify the Obligors of the security interest of the Agent in the Collateral and/or direct such Obligors that all payments in connection with such obligations and the Collateral be made directly to the Agent in the Agent's name. If the Agent or any of its agents shall collect such obligations directly from the Obligors, the Agent or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Agent or any of its agents shall deem appropriate. The Borrowers direct and authorize any and all of its present and future Obligors to comply with requests for information from the Agent, the Agent's designees and agents and/or auditors, relating to any and all business transactions between the Borrowers and the Obligors. The Borrowers further direct and authorize all of its Obligors upon receiving a notice or request sent by the Agent or the Agent's agents or designees to pay directly to the Agent any and all sums of money or proceeds now or hereafter owing by the Obligors to the Borrowers, and any such payment shall act as a discharge of any debt of such Obligor to the Borrowers in the same manner as if such payment had been made directly to the Borrowers. The Borrowers agree to take any and all action as the Agent may reasonably request to assist the Agent in exercising the rights described in this Section.

(k) Maintenance of Intellectual Property and Other Intangible Collateral. The Borrowers shall preserve and maintain all rights of the Borrowers and the Agent in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Borrowers' expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to

halting the infringement of any Intellectual Property or other Collateral, the Borrowers do not need to take all such appropriate action if the Borrowers have, or after an event of default the Required Lenders have, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is either not material or because the adverse consequences to the Borrowers would outweigh the benefits gained by such demand or enforcement.

(l) Deposit Accounts. Each Borrower will (i) upon the Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Agent, in form and substance satisfactory to the Agent in order to give the Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of an event of default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring ownership of the Deposit Account to the Agent or transferring dominion and control over each such other deposit to the Agent until such time as no event of default exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

(m) Letter-of-Credit Rights. The Borrowers will upon the Agent's request, cause each issuer of a letter of credit to consent to the assignment of proceeds of the letter of credit or otherwise give the Agent control of the related letter-of-credit right.

(n) Commercial Tort Claims. All commercial tort claims of any Borrower are listed on Schedule 1(n) attached hereto. Each Borrower shall promptly notify the Agent in writing if such Borrower reasonably believes it may entitled to recover a commercial tort claim the value of which is in excess of \$10,000 and such Borrower shall take all such action reasonably requested by the Agent to grant to the Agent and perfect a security interest in such commercial tort claim.

2. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall be deemed an event of default under this Security Agreement.

3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, the Agent shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Michigan Uniform Commercial Code, and the Borrowers hereby agree to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties, authorize the Agent to take possession of the Collateral with or without demand and in accordance with applicable law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by the Agent) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if the Agent sends such notice to the Borrowers, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. The Agent or any Lender may be the purchaser at any such sale. The Borrowers expressly authorize such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Agent shall have no obligation to preserve rights against prior parties, and the Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Borrowers hereby waive as to the Agent and each Lender any right of subrogation or marshaling of such Collateral and any other collateral for the Secured Obligations. To this end, the Borrowers hereby expressly agree that any such collateral or other security of the Borrowers

SECURITY AGREEMENT

-6-

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or any other party which the Agent may hold, or which may come to any of the Lenders or any of their possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Agent or the Borrowers does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Borrowers shall be liable for any deficiency remaining after disposition of the Collateral. The Agent, on behalf of the Lenders, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Agent may specifically disclaim any warranties of title or the like. If the Agent sells any of the Collateral upon credit, the Borrowers will be credited only with payments actually made by the purchaser, received by the Agent and applied to the indebtedness of such purchaser. In the event any such purchaser fails to pay for the Collateral, the Agent may resell the collateral and the Borrowers shall be credited with the proceeds of sale.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence of any event of default, the Borrowers shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Borrowers on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Borrowers as trustee for the Agent, without commingling with any funds belonging to the Borrowers, and (iii) forthwith deliver all such payments to the Agent with endorsement to the Agent's order of any checks or similar instruments.

(b) Upon the occurrence of any event of default, the Borrowers shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to the Borrowers on account of or in connection with any of the Collateral of the security interest of the Agent in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Agent. The Agent itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Agent.

(c) Upon the maturity (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the occurrence of an event of default and the exercise of rights and remedies under this Security Agreement by the Agent, for purposes of assisting the Agent in exercising its rights and remedies provided to it under this Security Agreement, the Borrowers (i) hereby irrevocably constitute and appoint the Agent its true and lawful attorney, for and in each Borrower's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorize the Agent to endorse the name of the Borrowers, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assent to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Agent shall deem advisable and (iv) hereby irrevocably authorize the Agent to notify the post office authorities to change the address for delivery of the Borrowers' mail to an address designated by the Agent, and the Agent may receive, open and dispose of all mail addressed to the Borrowers. Notwithstanding any other provisions of this Security

Agreement, it is expressly understood and agreed that the Agent shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Agent under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Agent under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Agent. To the extent that it lawfully may, each Borrower agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Borrowers, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Agent and waiver of any default or forbearance on the part of the Agent in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law; Consent to Jurisdiction. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. The Borrowers agree that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and the Borrowers hereby submit to and accept generally and unconditionally the jurisdiction of those courts with respect to their person and property, and irrevocably appoint RESIDENT, at each Borrower's address set forth in the Credit Agreement, as their agent for service of process and irrevocably consent to the service of process in connection with any such action or proceeding by personal delivery to such agent or to the Borrowers or by the mailing thereof by registered or certified mail, postage prepaid to the Borrowers at their address set forth in the Credit Agreement. Nothing in this paragraph shall affect the right of the Agent to serve process in any other manner permitted by law or limit the right of the Agent to bring any such action or proceeding against the Borrowers or their property in the courts of any other jurisdiction. The Borrowers hereby irrevocably waive any objection to the laying of venue of any such suit or proceeding in the above described courts. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. The Agent neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Agent has or obtains a security interest hereunder. If the Borrowers fail to perform any agreement contained herein, the Agent may but

SECURITY AGREEMENT

-8-

TRADEMARK
REEL: 002845 FRAME: 0684

is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by the Borrowers under paragraph 12. The powers conferred on the Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

12. Expenses. (a) The Borrowers agree to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence, breach of this Security Agreement, or willful misconduct.

(b) The Borrowers will, upon demand, pay to the Agent an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, except for field audits governed by the Credit Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or under the Operative Documents, or (iv) the failure of the Borrowers to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Borrowers, its successors and assigns (including all persons who become bound as a debtor to this Security Agreement), and inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all commitments to lend and letters of credit outstanding under the Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Borrowers.

14. Waiver of Jury Trial. The Agent and the Lenders, in accepting this Security Agreement, and the Borrowers, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Agent, the Lenders nor the Borrowers shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Agent, the Lenders or the Borrowers except by a written instrument executed by all of them.

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SECURITY AGREEMENT

-9-

TRADEMARK
REEL: 002845 FRAME: 0685

IN WITNESS WHEREOF, the Borrowers have caused this Security Agreement to be duly executed as of the day and year first set forth above.

THE BARTECH GROUP, INC. F/K/A
BARTECH, INC.

By: Jon E. Barfield
Jon E. Barfield
Its: President

BARTECH TECHNICAL SERVICES LLC

By: Jon E. Barfield
Jon E. Barfield
Its: President

BARTECH TECHNICAL SERVICES OF CANADA,
LTD.

By: Jon E. Barfield
Jon E. Barfield
Its: President

PILLAR TECHNOLOGY GROUP LLC

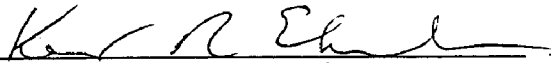
By: Jon E. Barfield
Jon E. Barfield
Its: President

UTILISERVE, LLC

By: Jon E. Barfield
Jon E. Barfield
Its: President

Accepted and Agreed:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, as Agent and
on behalf of the Lenders

By: 
Title: Senior Vice President

SECURITY AGREEMENT

-11-

TRADEMARK
REEL: 002845 FRAME: 0687

SCHEDULE 1(a) TO SECURITY AGREEMENT

Locations Where Financing Statements Are to Be Filed

1. Michigan Secretary of State

SECURITY AGREEMENT

-12-

TRADEMARK
REEL: 002845 FRAME: 0688

SCHEDULE 1(b) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

A. The Bartech Group, Inc.

Place of Business or Chief Executive Office

Address

17199 N. Laurel Park Drive, #224

Livonia, MI 48152 Wayne County

Other Offices or Facilities

See Schedule 1 (c)(i)

Federal Tax Identification No.: 38-2171008

State Organizational No.: 060-387

B. Bartech Technical Services LLC

Place of Business or Chief Executive Office

Address

17199 N. Laurel Park Drive, #224

Livonia, MI 48152 Wayne County

Other Offices or Facilities

Address

See Schedule 1 (c)(i)

Federal Tax Identification No.: 37-1426649

State Organizational No.: B1984C

C. Bartech Technical Services of Canada, Ltd.

Place of Business or Chief Executive Office

Address

17199 N. Laurel Park Drive, #224

Livonia, MI 48152 Wayne County

Other Offices or Facilities

Address

See Schedule 1 (c)(i)

Federal Tax Identification No.: 863950648

State Organizational No.: 39098C

SECURITY AGREEMENT

D. Pillar Technology Group LLC
Place of Business or Chief Executive Office

Address

17199 N. Laurel Park Drive, #224

Livonia, MI 48152 Wayne County

Other Offices or Facilities

Address

See Schedule 1 (c)(i)

Federal Tax Identification No.: 13-4212209

State Organizational No.:

B8080C

E. Utiliserve, LLC
Place of Business or Chief Executive Office

Address

17199 N. Laurel Park Drive, #224

Livonia, MI 48152 Wayne County

Other Offices or Facilities

Address

See Schedule 1 (c)(i)

Federal Tax Identification No.: 38-3634403

State Organizational No.: B0323E

SECURITY AGREEMENT

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

A. The Bartech Group, Inc.

Address

30150 Telegraph Road, Suite 320 Oakland County
Bingham Farms, MI 48025

333 W. Fort Street, Suite 1420 Wayne County
Detroit, MI 48226

14930 LaPlaisance Rd., Suite 136 Monroe County
Monroe, MI 48161

11701 Belcher Road South, Suite 105 Pinellas County
Largo, FL 33773

815 NW 87th Avenue, Suite 205 Dade County
Miami, FL 33126

2699 Lee Road, Suite 500 Orange County
Winter Park, FL 32789

340 Columbia Drive, Suite 111 Palm Beach County
West Palm Beach, FL 33409

50 W. Big Beaver Road, Suite 100 Oakland County
Troy, MI 48084

5402 Gateway Blvd., Suite E Genessee County
Flint, MI 48507

3980 Chicago Drive, Suite 110 Kent County
Grandville, MI 49418

SECURITY AGREEMENT

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

(cont.)

B. Bartech Technical Services LLC

Address

30150 Telegraph Road, Suite 230 Bingham Farms, MI 48025	Oakland County
6161 Oak Tree Blvd., Suite 130 Independence, OH 44131	Cuyahoga County
4760 Fishburg Road Huber Heights, OH 45424	Montgomery County
5402 Gateway Blvd., Suite E Flint, MI 48507	Genesee County
3980 Chicago Drive, Suite 110 Grandville, MI 49418	Kent County
6330 East 7 th Street, Suite 302 Indianapolis, IN 46220	Marion County
3124 Kochville Road, Suite 106 Saginaw, MI 48604	Saginaw County
5577 Airport Highway, Suite 200 Toledo, OH 43615	Lucas County
4551 Research Parkway Warren, OH 44483	Trumbull County

C. Bartech Technical Services of Canada, Ltd.

Address

120 Traders Boulevard, Suite 120 Mississauga, Ontario L4Z 2H7	Canada
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SECURITY AGREEMENT

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

(cont.)

D. Pillar Technology Group LLC

Address

25330 Telegraph Road, Suite 230 Oakland County
Southfield, MI 48034

E. Utiliserve, LLC

Address

11701 Belcher Road South, Suite 105 Pinellas County
Largo, FL 33773

815 NW 87th Avenue, Suite 205 Dade County
Miami, FL 33126

2699 Lee Road, Suite 500 Orange County
Winter Park, FL 32789

340 Columbia Drive, Suite 111 Palm Beach County
West Palm Beach, FL 33409

SECURITY AGREEMENT

SCHEDULE 1(c)(ii) TO SECURITY
AGREEMENT

List of Fixtures, Machinery and Equipment Locations and Vehicles Covered by Certificates of Title
A. List of Fixtures, Machinery and Equipment Locations

Addresses

30150 Telegraph Road, Suite 320	Bingham Farms, MI 48025	Oakland County
333 W. Fort Street, Suite 1420	Detroit, MI 48226	Wayne County
14930 LaPlaisance Rd., Suite 136	Monroe, MI 48161	Monroe County
11701 Belcher Road South, Suite 105	Largo, FL 33773	Pinellas County
815 NW 87 th Avenue, Suite 205	Miami, FL 33126	Dade County
2699 Lee Road, Suite 500	Winter Park, FL 32789	Orange County
340 Columbia Drive, Suite 111	West Palm Beach, FL 33409	Palm Beach County
50 W. Big Beaver Road, Suite 100	Troy, MI 48084	Oakland County
5402 Gateway Blvd., Suite E	Flint, MI 48507	Genesee County
3980 Chicago Drive, Suite 110	Grandville, MI 49418	Kent County
30150 Telegraph Road, Suite 230	Bingham Farms, MI 48025	Oakland County
6161 Oak Tree Blvd., Suite 130	Independence, OH 44131	Cuyahoga County
4760 Fishburg Road	Huber Heights, OH 45424	Montgomery County
5402 Gateway Blvd., Suite E	Flint, MI 48507	Genesee County
3980 Chicago Drive, Suite 110	Grandville, MI 49418	Kent County
6330 East 7 th Street, Suite 302	Indianapolis, IN 46220	Marion County
3124 Kochville Road, Suite 106	Saginaw, MI 48604	Saginaw County
5577 Airport Highway, Suite 200	Toledo, OH 43615	Lucas County
4551 Research Parkway	Warren, OH 44483	Trumbull County
25330 Telegraph Road, Suite 230	Southfield, MI 48034	Oakland County
120 Traders Boulevard, Suite 120	Mississauga, Ontario L4Z 2H7	Canada

SECURITY AGREEMENT

SCHEDULE 1(c)(ii) TO SECURITY AGREEMENT
(cont.)

B. Vehicles subject to certificates of title:

Description

Title Number & State Where Issued

None. All vehicles are leased.

SECURITY AGREEMENT

-19-

TRADEMARK
REEL: 002845 FRAME: 0695

Patents and Applications

A. The Bartech Group, Inc.

None.

B. Bartech Technical Services LLC

None.

C. Bartech Technical Services of Canada, Ltd.

None.

D. Pillar Technology Group LLC

None.

E. Utiliserve, LLC

None.

SECURITY AGREEMENT

SCHEDULE 1(h)(ii) TO SECURITY AGREEMENT

Registered Copyrights, Maskworks and Applications

A. The Bartech Group, Inc.

None.

B. Bartech Technical Services LLC

None.

C. Bartech Technical Services of Canada, Ltd.

None.

D. Pillar Technology Group LLC

None.

E. Utiliserve, LLC

None.

SECURITY AGREEMENT

SCHEDULE 1(h)(iii) TO SECURITY AGREEMENT

Trademarks, Service Marks and Applications

A. The Bartech Group, Inc.

“The Bartech Group”

B. Bartech Technical Services LLC

“RDS” registered on May 27, 1997 with the United States Patent and Trademark Office and Service Mark – State of Michigan, which rights to use the mark are limited pursuant to agreement.

Common law rights in “RDS” and “Rapid Design Service” and variations thereof, which rights to use the mark are limited pursuant to agreement.

C. Bartech Technical Services of Canada, Ltd.

None.

D. Pillar Technology Group LLC

None.

E. Utiliserve, LLC

None.

SECURITY AGREEMENT

SCHEDULE 1(n) TO SECURITY AGREEMENT

List and description of commercial tort claims

None.

SECURITY AGREEMENT

-23-

RECORDED: 09/26/2003

TRADEMARK
REEL: 002845 FRAME: 0699